

Contract no. 1585

7

CONTRACT PROPOSAL BETWEEN
THE BOROUGH OF ALPHA
THE ALPHA POLICEMEN'S ASSOCIATION
FOR THE ALPHA POLICE DEPARTMENT
NINETEEN HUNDRED NINETY-TWO
NINETEEN HUNDRED NINETY-THREE

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INDEX

| | |
|-------------------------|-------------------------------------|
| Article I | Recognition |
| Article II | Definitions |
| Article III | Policemen's Rights |
| Article IV | Bulletin Boards |
| Article V | Seniority |
| Article VI | Vacations |
| Article VII | Holidays |
| Article VIII | Leaves of Absence |
| Article IX | Clothing & Equipment |
| Article X | Overtime |
| Article XI | Insurance |
| Article XII | Pension |
| Article XIII | Salaries |
| Article XIV | Grievance Procedure |
| Article XV | Actions Against Policemen |
| Article XVI | Separability and Savings |
| Article XVII | Managements Rights |
| Article XVIII | Extra Contract Agreements |
| Article XIX | Preservation of Practice |
| Article XX | Fully Bargained Provisions |
| Article XXI | Work Schedule and Shift Assignments |
| Article XXII | Term and Renewal |

ARTICLE I

RECOGNITION

The Governing Body hereby recognizes the A.P.A. as the sole and exclusive negotiating unit for the full time policemen hereafter called policemen of the Alpha Police Department, excluding the police chief under the New Jersey Employer/Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under law. This agreement shall govern all wages, rights, and working conditions of the Alpha Police Department, subject to article, management rights which are retained by the Governing Body, and subject to Civil Service statutes, rules and regulations.

ARTICLE II

DEFINITIONS

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|----------------------|---|
| Employee: | A member of the formally recognized bargaining unit. |
| Employer: | The Governing Body represented by it's Council or other designated employer representative. |
| Grievance: | A dispute over the interpretation or application of this agreement. |
| Overtime: | Time worked by an employee with the express authorization of the employer in excess of the regular daily work requirement of eight hours within a twenty-four hour period and the normal forty hour week within a seven day period, and in excess of forty hours consecutively. Overtime shall be distributed as equally as possible among the employees. |
| A.P.A. : | Alpha Policemen's Association |
| P.B.A. : | New Jersey State Policemen's Benevolent Association Local Number 280 |
| Probationary Period: | One year from the date the employee completes his initial training at a police training commission approved academy. |

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|------------------------|---|
| Regular Pay Rate: | The employees annual, bi-weekly, or monthly pay rate exclusive of overtime pay or any other special allowances. |
| Scheduled Duty Change: | A change in the normal work shift for which at least forty-eight hours notice is given. |
| Seniority: | Accumulated length of service within the police department computed from the employee's last date of hire in accordance with Civil Service rules and regulations. |

ARTICLE III

POLICEMEN'S RIGHTS

- A. Members of the force hold a unique status as public officers, in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.
- B. The wide ranging powers and duties given to the department and it's members involves them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.
 1. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. But, if the member is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by the P.B.A. or by the A.P.A.
 2. The questioning shall be reasonable, and reasonable respite shall be allowed. Time shall also be provided for personal necessities meals, telephone calls, and rest periods as are reasonably necessary.
 3. The interview of the member shall not be recorded unless mutually agreed.
 4. If a member of the force is under arrest or is likely to be arrested, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
 5. Members covered herein shall only be disciplined for just cause.

6. A member who is the suspect of a disciplinary investigation may not be required to file a supplemental report which deals with the subject matter of the investigation until after he has had reasonable opportunity to consult with his own attorney.
 7. Members shall not be suspended or suffer any loss in benefits except in accordance with Civil Service statutes rules and regulations.
- C. The parties hereby agree that every policeman shall have the right freely to organize, join and support the A.P.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for the mutual aid and protection or to refrain from doing so. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1969, or other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the A.P.A. and its affiliates collective negotiations with the Borough of Alpha or his membership in the P.B.A. or institution of any grievance, complaint or proceeding under the agreement or otherwise with respect to any terms or conditions of employment or to refrain from engaging in any of the above cited activities.
 - D. The A.P.A. agrees there shall be no solicitation for membership, signing up of members, collections of initiation fees, dues, fines, or assessments, meetings, or other A.P.A. or P.B.A. activities on Governing Body time which would interfere with the work program of the employer.
 - E. One designated representative of the A.P.A. shall be permitted time off to attend negotiating sessions. Said representative shall receive approval of the Police Chief to be absent from duty and shall be in uniform and subject to call during negotiation sessions. The A.P.A. shall inform the Governing Body in writing of such representative and any change in such representative.
 - F. When grievance sessions are mutually scheduled during work hours, the grievant and one A.P.A. representative shall suffer no loss in pay if on duty.
 - *G. A Police Officer shall have the right to inspect his personnel file on reasonable notice and reasonable time, provided a designated superior officer or the Police Chief is present at time of inspection.
 - H. The state delegate or alternate shall be given time off to attend the annual P.B.A. convention, without pay. Said time will not exceed three days.
 - I. When an open position exists, all promotions shall be made from within the ranks of the existing men of the department, whenever any test for any promotion provided same is within Civil Service rules and regulations.

ARTICLE IV

BULLETIN BOARDS

The Governing Body shall permit the A.P.A. reasonable use of bulletin boards for the posting of notice concerning A.P.A. and P.B.A. business and activities and concerning matters dealing with the welfare of employees. No matters of a derogatory nature shall be included and all notices shall be of a reasonable size.

ARTICLE V

SENIORITY

- A. Seniority as defined herein shall be uniformly applied to all employees and shall be the determining criteria for vacation leave, shift assignments, days off, and lay off.
- B. Employees shall be considered to have vested seniority as of the date hired as a full time police officer. Such seniority shall accumulate until separation, and shall continue during all periods of vacation leave, sick leave, disability, or other leave as provided herein or in accordance with law. Part time employment is excluded from seniority.

ARTICLE VI

VACATIONS

- A. All employees shall be granted vacation leave with pay as follows:

| <u>YEARS OF SERVICE</u> | <u>ANNUAL LEAVE</u> |
|-------------------------------|--------------------------|
| Up to one year of service | 1 working day per month |
| After one year of service | 12 working days per year |
| After five years of service | 15 working days per year |
| After twelve years of service | 20 working days per year |
| After twenty years of service | 25 working days per year |

- B. All reference above to years shall mean years of service calculated from date of hire and all vacation leave shall vest at the beginning of the year of service.
- C. Each officer shall take all vacation prior to years end, except in emergency verified by Chief. Unused vacation shall be paid on December 15th.
- D. Each employee shall be entitled to two personal days of his own choosing each year upon giving his immediate superior at least twenty-four hours notice.

- E. Vacation will be granted on Christmas Eve, Christmas Day, New Years Eve and New Years Day on a rotating basis. If an employee works one Holiday he will get the other off.

ARTICLE VII

HOLIDAYS

- A. Employees shall receive the following paid holidays:

New Years Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 General Election Day
 Veteran's Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Day

Holidays will be considered to be the legal holiday instead of the traditional holiday.

- B. Any employee required to work on any of the above enumerated holidays shall be entitled in addition to his regular salary time and one half for all hours worked.
- C. Any employee not scheduled to work on the above listed holidays shall receive eight hours straight pay according to his or her pay schedule.
- D. In addition to the above, employees shall receive any holiday granted to civilian municipal employees as declared by the municipal government.

ARTICLE VIII

LEAVES OF ABSENCE

- A. Leave:

Any and all requests by an employee for leave without pay shall be governed by the applicable Civil Service rules and regulations in effect at the time of said employee's request.

B. Sick Leave:

1. Sick leave is defined to mean absence from duty of the employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his position or his exposure to contagious disease. Sick leave shall not be interpreted as including an extended period where the employee serves as nurse or housekeeper during a protracted illness of a member of the family. After two consecutive days sick leave a certified doctor's excuse must be given to the Chief of Police upon returning to work.
2. Each employee shall be entitled to the following sick leave per year:

| | |
|---------------------------|---|
| Up to one year of service | 12 working days per year earned at the rate of one per month. |
| After one year of service | 15 working days per year at the rate of one and one quarter per month accrued on January 1 date year. |

Unused sick days shall accumulate from year to year without limitation. At the time of retirement or separation a full time employee shall receive credit or cash for one half of all earned unused sick leave.

C. Funeral Leave:

Employees shall receive the following schedule of leave in the event of a death in their family:

| | |
|--------------------------------|----------------|
| Death of a spouse or child | 5 working days |
| Parent | 5 working days |
| Mother-in-law or Father-in-law | 3 working days |
| Grandparent | 3 working days |
| Brother or Sister | 3 working days |

In the event of a death in an officer's family not specifically mentioned above, a sick day will be granted with the approval of the Police Committee.

ARTICLE IX

CLOTHING & EQUIPMENT

- A. The Governing Body will provide all employees with uniforms. The Governing Body will pay for the cleaning of the uniform of the day.
- B. It shall be the responsibility of the Police Chief to determine what personal effects shall be in the possession of any officer. Replacement of personal effects will be subject to the approval of the Chief of Police. Such approval shall not be unreasonably withheld.
- C. It shall be the total and complete responsibility of the governing body to maintain all equipment used by employees to a standard which insures the employees health and safety. Equipment deemed

unsafe shall not be used by employees. Equipment covered by this article shall include all equipment owned by the governing body and or equipment given to the governing body to be used by the employee in the line of duty. Up to \$100 shall be granted each employee per yr. for shoe allowance.

ARTICLE X

OVERTIME

- A. Overtime shall be defined as time worked by an employee with the express authorization of the employer in excess of the regular daily work requirement of eight hours within a twenty-four hour period per day and the normal forty hour work week within a seven day period and in excess of forty hours consecutively. Overtime shall be distributed as equally as possible among the employees. Overtime shall be compensated at the rate of one and one half times the hourly rate to be determined by division of base annual salary by 2080 hours.
- B. For appearance in any and all courts, each employee shall be guaranteed a minimum of one hour pay at time and one half for each appearance in the event that he is required to appear for less than one hour. Should he appear for more than one hour, he shall be compensated at time and one half rate for the amount of time so required except that if an employee is on duty then he will receive his regular pay.
- C. All overtime pay will be included in the pay period worked and paid to the employee on the next scheduled pay date.
- D. For emergency call out situations involving a non-scheduled employee, said employee will be guaranteed a minimum of one hour pay at time and one half his regular rate.

ARTICLE XI

INSURANCE

- A. The Governing Body shall provide full coverage health, life, and accident insurance to members covered by this contract. A copy of the policies and coverage will be provided to each employee.

ARTICLE XII

PENSION

The employer shall provide pension and retirement benefits to the employees covered by this agreement pursuant to the provisions of the statutes and laws of the State of New Jersey. Pension will be covered under police and fire.

ARTICLE XIII

SALARIES

1992, 1993 salary pay scale for employees as follows:

Patrolman 5th Class - New employee uncertified
 Patrolman 4th Class - New employee certified
 Patrolman 3rd Class - After one year of service
 Patrolman 2nd Class - After two years of service
 Patrolman 1st Class - After four years of service

January 1, 1992 through December 31, 1992

| | |
|---------------------|----------|
| Patrolman 5th Class | \$23,707 |
| Patrolman 4th Class | \$26,078 |
| Patrolman 3rd Class | \$26,671 |
| Patrolman 2nd Class | \$27,263 |
| Patrolman 1st Class | \$29,871 |
| Sergeant | \$30,371 |

January 1, 1993 through December 31, 1993

| | |
|---------------------|----------|
| Patrolman 5th Class | \$25,010 |
| Patrolman 4th Class | \$27,512 |
| Patrolman 3rd Class | \$28,137 |
| Patrolman 2nd Class | \$28,762 |
| Patrolman 1st Class | \$31,513 |
| Sergeant | \$32,013 |

ARTICLE XIV

GRIEVANCE PROCEDURES

Purpose:

The purpose of this procedure is to secure at the lowest possible level and equitable solution to the problem which may arise affecting the items and conditions of this agreement, and to resolve grievances as soon as possible so as to secure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

Definition:

Grievances are defined as any dispute of controversy between the parties with respect to the interpretation, application or violation of policies, agreements, and administrative decisions affecting employees.

Steps of the Grievance Procedures:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

Step One:

An aggrieved employee shall institute action under the provisions hereof within ten days of the act being grieved by formally in writing advising his immediate superior. An earnest effort shall be made to settle the grievance. Failure to act within the said ten days shall be deemed to constitute an abandonment and waiver of the grievance. The immediate superior shall render a decision within two days after receipt of the grievance.

Step Two:

In the event the grievance is not settled by step one, the grievance shall be reduced to writing by the grievant setting forth the nature of the grievance, the facts upon which it is based, the provision of the agreement allegedly violated, and the remedy requested, signed by him, and filed with the Chief of Police, or other employer designated in step one. The Chief of Police, or other employer designated representative, shall render a decision in writing within seven days from the receipt of the grievance.

Step Three:

In the event the grievance is not settled by step two, then within two days following the determination of the Chief of Police, or other employer designated representative the matter shall be filed with the town council, who shall render a decision in writing within ten days from the receipt of the grievance.

Step Four:

In the event that the grievance is not resolved by step three, then within ten days following the determination by the governing body the matter shall be submitted by the P.B.A. and the governing body to binding arbitration pursuant to the American Arbitration Association.

However, no arbitration hearing shall be scheduled sooner than thirty days after the final decision of the governing body. In the event the aggrieved elects to pursue civil service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding. The cost of the services of the arbitrator shall be

borne equally by the governing body and the A.P.A. Any other expenses including but not limited to the presentation of witnesses shall be paid by the party incurring same.

Time:

The time limits set out herein shall be strictly adhered to, and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits for any step may be extended or contracted.

ARTICLE XV

Actions Against Policemen

The Governing Body shall provide services as required by the State Law where actions are brought against policemen. The Governing Body will provide all policemen with false arrest insurance and vicarious liability.

ARTICLE XVI

Separability and Savings

If any provision of this agreement or any application of this agreement to any employee, member or group of employees or member is held to be invalid by the operation of law, by the court, administration body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to such invalid provision, provided the provision is of an economic nature, consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XVII

Management Rights

The Governing Body hereby retains and reserves unto it self, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey, and of the United States, including but without limiting the generally of the foregoing the following rights:

1. To hire all employees subject to the provisions of law. To determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein and to promote and transfer employees.
2. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Governing Body, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and applicable law.

ARTICLE XVIII

Extra Contract Agreement

The Governing Body agrees not to enter into any other agreement or contract with the employees covered by this agreement, individually or collectively or with any other organization which in any way conflicts with the terms and provisions of this agreement unless the A.P.A. agrees to any change in writing.

ARTICLE XIX

Preservation of Practices

The employer agrees that all benefits, terms and conditions of employment relating to the status of the police officer, which benefits, terms and conditions of employment are not specifically set forth in this agreement shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this agreement.

Unless a contrary intent is expressed in this agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer pursuant to any rules, regulations, instructions, directives, memorandums, statutes or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XX

Fully Bargained Provisions

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed.

ARTICLE XXI

Hours of Work and Shift Assignments

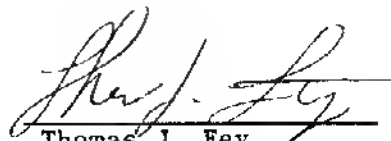
It is recognized that the determination of hours worked and shift assignments are within the prerogative of management, however it is agreed that there will be not less than forty-eight hours between shift assignment change. If so, the affected employee shall be compensated at time and one half for the shift in question. Further it is agreed that the hours worked and the shift assignments shall be mutually agreed upon between management and employees. The provisions of the seniority article shall govern such assignments.

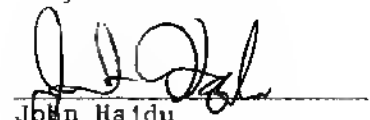
ARTICLE XXII

Term and Renewal

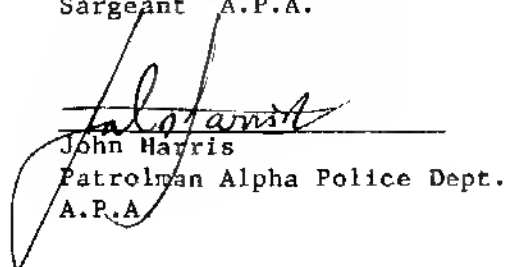
This agreement shall be in full force and effect retroactively as of January 1, 1992 and shall remain in effect to and including December 31, 1993 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter until a new contract is agreed upon or one party or the other gives notice in writing no sooner than one hundred and fifty days no later than ninety days prior to the expiration of this agreement of a desire to change, modify or terminate this agreement.

We the undersigned hereby agree to the terms of this contract and agree to uphold the articles within.


Thomas J. Fey
Mayor


John Hajdu
Acting Chief of Police
A.P.A.


Kevin Hammerstone
Sergeant A.P.A.


John Harris
Patrolman Alpha Police Dept.
A.P.A.

Signed and Sealed

This ___ Day of ___, 1992

Alicia Pfeiffer
Borough Clerk, R.M.C.